



**State of Louisiana**  
**DEPARTMENT OF NATURAL RESOURCES**  
**OFFICE OF MANAGEMENT AND FINANCE**

RFP No. 2503-10-82  
Page 1 of 3 Pages

**REQUEST FOR PROPOSALS**

**RFP NO. 2503-10-82**

**"GENERAL REAL ESTATE AND OYSTER LEASE APPRAISAL SERVICES"**

**May 13, 2010**

The Louisiana Department of Natural Resources (DNR) invites you to submit a proposal to provide services and materials to conduct the project described in Enclosure (4). A contract period of 36 months is scheduled with initiation of the contract period on August 1, 2010 and ending approximately July 31, 2013. Multiple contracts up to Four Hundred Thousand and 00/100 Dollars (\$400,000.00) each may be awarded. Proposals should be prepared according to the instructions and information in Enclosure (2). Consideration of proposals will be limited to those proposers who meet the prerequisites listed in Enclosures (2) and (3).

Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Elaborate proposals are neither required nor desired. DNR may award a contract, based on initial offers received, without discussion of such offers. Proposers are, therefore, advised to submit their initial offers on the most favorable terms possible. Please note that any or all proposers may be required to make oral presentations of their proposals prior to final selection of the Contracting Party.

If the DNR chooses to require oral presentations, those proposers selected to make such presentations will be so notified by the Contracts and Grants Administrator by telephone, and presentations will be made by proposers at a date and time assigned by the Contracts and Grants Administrator. Presentations will be at the Louisiana Department of Natural Resources, LaSalle Office Building, 617 North Third Street, Baton Rouge, Louisiana 70802.

The DNR reserves the right to reject all proposals. This RFP is not intended and shall not be construed to commit DNR to pay any costs incurred in connection with any proposal or to procure or contract for any services.

**Contracts and Grants Division**

All potential contractors should be advised that contractors may, in certain circumstances be deemed "public employees" as defined by the Ethics Commission. **Full disclosure to the DNR is required of any potential conflicts.** Any potential conflicts **shall** be resolved with the Ethics Commission prior to seeking a contract. The Commission on Ethics for Public Employees is located at 617 N. 3<sup>rd</sup> Street, 10<sup>th</sup> Floor, Baton Rouge, LA 70802; P.O. Box 4368, Baton Rouge, LA 70821; telephone number 225-219-5600; toll free at 1-800-842-6630.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS SHALL BE SUBMITTED IN WRITING TO THE CONTRACTS AND GRANTS ADMINISTRATOR.

Replies to such questions will be provided in writing and the questions and answers thereto will be sent to all potential proposers. Questions must be in writing and received no later than **May 27, 2010** central standard time on or before **3:00 PM**, to Louisiana Department of Natural Resources, Room #1265, LaSalle Office Building, 617 North Third Street, Baton Rouge, Louisiana 70802, or fax to (225) 342-8700.

REVIEW & SELECTION

Proposals will be evaluated and ranked by a Proposal Review Committee according to the following criteria to be weighted according to points listed:

1. Technical approach to the project and adequacy of proposal to achieve the requirements of the Scope of Services in the desired degree of detail. **(35)**

2. Cost. **(25)**. Cost ratings will be determined using the following formula:

Lowest personnel fee schedule average will receive 25 points. All other proposals will be rated by multiplying the maximum possible points (25) by a fraction that consists of the lowest cost as numerator and cost proposal being evaluated as denominator.

3. Relevant experience of the firm and qualifications of the key personnel assigned to this project. **(40)**

In the event oral presentations are requested, they will be evaluated on the clarity and detail of the technical approach and relevant experience of the firm, with a maximum score of twenty points, which will be added to the initial scores for a final score.

The Proposal Review Committee shall make its report to the Secretary. Award shall be made to the responsible offeror whose proposal is awarded the highest number of points and determined in writing by the Secretary of DNR to be the most advantageous to the State, based upon the evaluation factors set forth in the RFP.

All dates given in this RFP are subject to change at the discretion of the DNR. Notice will be provided to all potential proposers.

Subject to the approval of the Louisiana Office of Contractual Review and the State Department of Civil Service, the Secretary of the DNR is the only individual who can legally commit DNR to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The resultant contract will be subject to contracting requirements of the Louisiana Division of Administration, the DNR, and the Department of Civil Service. Allowability of costs will be determined in accordance with applicable regulations of these agencies.

Enclosures

- (1) General Information
- (2) Proposal Preparation Instructions and Information Required in Proposals
- (3) Prerequisites to Selection
- (4) Scope of Services

DEFINITIONS

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

## GENERAL INFORMATION

### 1. REPORT SUBMISSIONS

- a. Monthly progress reports shall be submitted with each invoice for payment describing the status and progress of the Contracting Party's performance.
- b. A final summary report shall be submitted by the Contracting Party with the final invoice for payment within thirty (30) days following expiration of the contract.

### 2. TIME EXTENSIONS

Request for time extensions to the contract completion date must be made in writing with adequate justification no less than forty-five (45) days prior to the end of the contract period. Requested time extensions are not effective until approved in writing by the DNR and the Louisiana Office of Contractual Review.

### 3. PAYMENT

- a. Payment for work performed under this contract will not exceed the agreed contract amount.
- b. Payment will be made based upon actual costs incurred, after approval by the DNR and shall be made within approximately thirty (30) days of receipt of each invoice submitted by the Contracting Party and upon approval by the DNR Project Manager.

### 4. PROJECT INFORMATION

This project is under the direction of a OCPR Senior Land Specialist. Such materials as pertain to this project are available for review in the Department's OCPR Division and may be used in this project, but may not take the place of items that the Contracting Party is required to develop.

### 5. OWNERSHIP OF DOCUMENTS

Upon completion or termination of the contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the DNR, and the DNR shall not be restricted in any way whatever in its use of such material. No other person shall have a property interest therein. In addition, at any time during the contract period, the DNR shall have the right to require the Contracting Party to furnish copies of any or all data and all

documents, notes and files collected or prepared by the Contracting Party specifically in connection with this contract.

6. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used only or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked CONFIDENTIAL. Proposals marked confidential in their entirety will not be considered.

It should be noted, however, that data bearing the aforementioned legend may be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44:1 et seq. The State of Louisiana assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the DNR reserves the right to make any proposal, including any proprietary information contained therein, available to DNR personnel, to other state or federal agencies or other organizations for the sole purpose of assisting the DNR in its evaluation of the proposal. The DNR shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

7. "FOREIGN" CORPORATIONS CONTRACTING WITH STATE OF LOUISIANA

According to the provisions of L.R.S. 12:301-302, any corporation which is incorporated in another state must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division.

NOTE: The certificate of authority should not be submitted with proposals. However, corporations incorporated in another state must obtain a certificate of authority prior to contracting with the DNR.

8. INSURANCE

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability:

Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

4. Aircraft or Watercraft Liability (when applicable to project) - \$2,000,000 for watercraft and \$5,000,000 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DNR. At the option of the DNR, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DNR, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The DNR, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the

DNR, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the DNR, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the DNR, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the DNR.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DNR.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in Louisiana with a Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the DNR with certificates of insurance affecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The DNR reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. DISCLOSURE OF OWNERSHIP

For-profit and non-publicly traded corporations must provide a Disclosure of Ownership form (Enclosure (1), Page 7 of 7 Pages) when contracting with the DNR. The Disclosure of Ownership should not be submitted with proposals. However, prior to contracting with the DNR, the form must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to the DNR.

Jay Dardenne  
Secretary of State

**DISCLOSURE OF OWNERSHIP**  
(R.S. 12:23 E, 12.205 E AND 12:304 A (II))

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary in and for the parish herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

Corporation Name \_\_\_\_\_

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counterletter.

1. Persons or corporate entities owning 5% or more:

Name	Address
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Name	Address
------	---------

Name	Address
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2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address
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Name	Address
------	---------

Name	Address
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3. Stock held for others and for whom held:

Name	Address
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For Whom Held	Address
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Name	Address
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For Whom Held	Address
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Name	Address
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For Whom Held	Address
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Sworn to and subscribed before me at \_\_\_\_\_, LA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporation Representative

\_\_\_\_\_  
Notary

PROPOSAL PREPARATION INSTRUCTIONS AND INFORMATION REQUIRED IN PROPOSAL

**PROPOSAL DEADLINE – June 14, 2010**

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS ENCLOSURE WILL BE CONSIDERED TO BE UNACCEPTABLE AND WILL NOT BE EVALUATED BY THE DNR. PROPOSALS RECEIVED IN RESPONSE TO THIS RFP BECOME THE PROPERTY OF THE DNR AND WILL NOT BE RETURNED.

If you desire to submit a proposal, one original of the technical proposal and the financial information shall, and six copies of the technical proposal should, be submitted to the Contracts and Grants Management Division **no later than 3:00 p.m. central standard time on or before June 14, 2010** and should be delivered to: Karen Y. Lewis, Contracts & Grants Administrator, Louisiana Department of Natural Resources, LaSalle Office Building, 617 North Third Street, 12th Floor, Room 1265, Baton Rouge, Louisiana 70802. Please note that faxed or e-mailed proposals will not be accepted. The DNR will not acknowledge timely receipt of proposals by mail or telephone. PROPOSALS, AMENDMENTS, AND ADDITIONAL INFORMATION THERETO RECEIVED AFTER SAID DATE AND TIME WILL NOT BE CONSIDERED.

NOTE: MAIL THROUGH THE U.S. POSTAL SERVICE IS NOT DELIVERED DIRECTLY TO THE BUILDING. Therefore, you are advised to send your proposal by some means other than the U.S. Mail.

The proposer should set forth, in detail, the technical and management plans by which he intends to meet each of the requirements contained in Enclosure (4), Scope of Services (SOS). The proposer, in his technical and management plan, should present the information necessary for the DNR's evaluation of his technical and managerial qualifications. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and SIX COPIES)

1. Complete the attached Cover Sheet (Enclosure 2, Page 5 of 5 Pages).
2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposers overview of the project and the proposed method of implementation.

4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
  - a. Scope of Services (SOS)
    1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Enclosure (4), (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task and a precise description of the deliverables to be received by the DNR as end products of the services rendered.
    2. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
  - b. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in Enclosure (4), SOS.
5. Personnel Qualifications: This subsection should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.
6. Relevant Company Experience: This subsection should include company and subcontractors experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contracting Party(s), the proposer should include letters of agreement to undertake their portion of the proposed project.

8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Enclosure (1), General Information, Item 8. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.
9. Cost Proposal: A fee schedule containing the information below:

<u>Personnel Required</u>	<u>Rate (\$/Hr.)</u>
*Real Estate Appraiser	\$ _____
Assistant Appraiser	\$ _____
*Oyster Lease Appraiser	\$ _____
Assistant Appraiser	\$ _____
Expert Witness / Testimony	\$ _____
Administrative Support Staff (General)	\$ _____

\*As a rule the Contractor/Proposer may use these personnel interchangeably.  
Contractor/Proposer must be expert in both Real Estate appraisals and Oyster Lease appraisals.

**NOTE: Cost Proposals not containing the exact information above will receive a cost rating of -0-.**

**Attachment**

Attach rate schedule of other expenses of fees and equipment, boats, supplies, reproduction costs, rentals, etc. including non-essential personnel (\$/hr rate), that are expected to be paid by the DNR.

**NOTE: Cost plus percentage of cost will not be accepted.**

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website:  
**[www.state.la.us/osp/travel/traveloffice.htm](http://www.state.la.us/osp/travel/traveloffice.htm)**. All out of state travel will be subject to prior approval by the Secretary of the Department of Natural Resources.

B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer should provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies.
2. Overhead rate: The proposer's overhead rate, with a complete, detailed breakdown of the components and percentages, **must** be included with the proposal. The method for computation of the overhead rate for this specific project **must** be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer must identify the categories used and the percentage attributable to overhead.

VOLUME I  
Cover Sheet

RFP No. \_\_\_\_\_

Title " \_\_\_\_\_ "

Contact: Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: \_\_\_\_\_

Sub-Contractors: \_\_\_\_\_

Proposer hereby certifies that:

1. This proposal will remain in effect for at least 90 days from **June 14, 2010**.
2. The key personnel identified in this proposal will not be removed from the project without prior approval of the Department of Natural Resources.
3. Proposer will be ready and able to begin work within fifteen (15) days after contract award.
4. Proposer possesses an established system of accounting and financial controls adequate to permit the effective administration of a contract or willingness to modify the present system to meet State of Louisiana requirements.
5. The undersigned is authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.
6. Proposer hereby acknowledges that, if awarded this contract, Chapter 15 of Title 42 of the Louisiana Revised Statutes (L.R.S. 42:110 et seq., Code of Governmental Ethics) will apply to the firm/individual in the performance of services called for in this RFP.
7. Proposer certifies, by signing and submitting a proposal for 425,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

\_\_\_\_\_

\_\_\_\_\_  
Date

### PREREQUISITES TO SELECTION

Proposers should be aware of the provisions of Section XIII of Louisiana Division of Administration, Office of Contractual Review, Regulations for the Procurement of Professional, Personal and Consulting Services which regard the determinations of responsibility which will be used in the selection process and which are set forth in their entirety below. Proposers are responsible for ensuring that their proposal contains sufficient information for the DNR to make their determination.

#### XIII Determinations of Responsibility

- A. In order to qualify as responsible, the selected proposer must meet the following standards as they relate to the particular procurement under consideration:
  - 1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - 2. Has the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
  - 3. Is able to comply with the proposed or required time of delivery or performance schedule;
  - 4. Has a satisfactory record of integrity, judgment, and performance. Contracting Parties which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement;
  - 5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- B. The selected proposer should present acceptable evidence of financial resources, experience, organization, technical qualifications, skills, and facilities, to perform the service called for by the contract.
- C. No contract for consulting services for \$50,000 or more shall be awarded to any person or firm unless the head of the agency has first determined that such person or firm is responsible within the meaning of Sections A and B.

- D. In any case where a contract for consulting services is for \$50,000 or more, the head of the agency shall prepare, sign, and place in the contract file a statement of the facts on which a determination of responsibility was based. Any supporting documents or reports and any information to support determinations of responsibility of offeror or potential subcontractors should be kept on file with the agency, subject to inspection upon the request by the Director of Contractual Review or her designee.
- E. Before making a determination of responsibility, the head of the using agency shall have sufficient current information to satisfy himself that the prospective Contracting Party meets the standards in Sections A and B. Information from the following sources shall be utilized before making a determination of responsibility.
  - 1. Information from the prospective Contracting Party, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangements;
  - 2. Other existing information within the agency, including financial data, the list of debarred and ineligible bidders and records concerning Contracting Party performance;
  - 3. Publications, including credit ratings and trade and financial journals;
  - 4. Other sources, including banks, other financial companies, and State departments and agencies.
- F. To the extent that a prospective Contracting Party cannot meet the standard in Section A.2 except by means of proposed subcontracting, the prospective prime Contracting Party shall not be considered to be responsible unless recent performance history indicates an acceptable subcontracting system or prospective major subcontractors are determined by the head of the agency to satisfy that standard.

**SCOPE OF SERVICES**  
**General Real Estate and Oyster Lease Appraisal Services**

**I. Introduction and Background**

The Office of Coastal Protection and Restoration (OCPR) is seeking the services of one or more Certified Appraisers (Contracting Party) to perform appraisals of privately owned real property and oyster leases throughout the coastal parishes of Louisiana.

OCPR's contract manager will coordinate all efforts throughout the full contract period, and will assign specific tasks to the Contracting Party as needed. In addition to the items listed below, any other information provided by specialists of other fields which is required by the Contracting Party to successfully accomplish the tasks below, will be provided by the OCPR Contract Manager upon the request of the Contracting Party.

**II. Performance of Task Order**

The Contracting Party shall perform all work required to accomplish the intent of the task order provided by OCPR. The Contracting Party shall be required to commence work on each written task order within ten (10) calendar days of the date of receipt. To perform the required work, the Contracting Party shall provide all professional and support staff and specialists necessary to plan, supervise, perform, and report the required work. The Contracting Party shall furnish all labor, transportation, fuel, equipment, and materials necessary to perform the services required by each task order.

**III. Scope of Services**

**A. Appraisals:**

This assignment involves the appraisal of lands and improvements, and /or of oyster leases to be acquired conforming to RS 56:432.1, the Oyster Lease Acquisition and Compensation Act, also known as the Oyster Lease Acquisition and Compensation Program (OLACP) where coastal restoration projects approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act 101-646 (CWPPRA) and other coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is called for. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and guidelines contained in RS 56:432.1 (OLACP). Please refer to Section A of the Uniform Appraisal Standard for Federal Land Acquisitions for a description of the contents of the appraisal report and the OLACP. Three copies of the report are to be provided to OCPR, and reports (including all addenda) must also be submitted in electronic format.

**B. Appraisal Updates:**

The Contracting Party may be asked to update the appraisals if a project time period is extended. The update will be in one of two formats: minor update or major update. The minor update will be in the format described in USPAP Advisory Opinion 3. This appraisal will require inspecting the property and updating market data to the date of the update request. This type of update will

be requested when the property appraised has not undergone a significant change since the original appraisal, and when the time lapse between the date of the original appraisal and the date of the update request is not unreasonably long for the type of real estate involved. A major update will be requested when circumstances require a re-analysis of the factual data in a self-contained appraisal report. This appraisal will also require inspection of the property and updating market data to the date of update request. This type of report will be prepared in the same detail as the original appraisal report.

#### **C. General Requirements:**

The Contracting Party must contact each landowner and/or oyster leaseholder by letter before the property is inspected to provide the landowner/lessee the opportunity to accompany the Contracting Party during the property inspection. The letter should be sent within a reasonable amount of time to allow the landowner sufficient notice to be able to accompany the Contracting Party if he/she so chooses. The date of the inspection must be included in the report as well as a copy of the letter contacting the landowner or his representative. The Contracting Party is not required to provide transportation to the landowner or the lessee to the property.

#### **D. For Land Appraisals:**

OCPR will provide the Contracting Party a legal description and in some cases a plat or map of the requested appraisal tract. Some lands may have to be acquired fee simple; the fee simple title to the lands, however, will be subject to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all minerals in and under the land and all appurtenant rights for the exploration, development, production and removal of any minerals, but without the right to enter upon or over the surface of the land for the purpose of drilling and extracting the minerals.

Most project lands will not be acquired in fee, but will require surface easements or rights-of-way of varying terms, and may include takings or partial takings. The Contract Manager will provide the Contracting Party the specific estate that corresponds to each task order at the time of assignment. Appraisals should be performed using the sales comparison approach and the cost and income approaches, if applicable. If the appraisal includes the cost approach, an aggregated unit cost method of estimating should be used in the cost approach to value.

#### **E. For Oyster Lease Appraisals:**

OCPR will provide the Contracting Party a copy of the oyster lease at the time of assignment. In the event sufficient information is available, the Contracting Party may determine the fair market value of the affected lease by taking into account comparable sales of other leases in similar locations with similar production capabilities. Alternatively, the Contracting Party may determine the fair market value of the affected lease by calculating the net income of the lessee at the time of acquisition and the present value of the projected net future income during the remainder of the current lease term, beginning with the next succeeding full calendar year, in the following manner:

1. Estimated future production expenses shall be deducted from estimated future gross income from the affected lease to determine estimated future net income, all on an annual basis, then discounted to present value at a rate intended to reflect the expected rate of return on investment in the Louisiana oyster industry, to determine the present value of such income as of the first day of the calendar year following the year of purchase.

2. Future gross income from the affected lease may be estimated by the Contracting Party based on adequate reliable documentation submitted by the leaseholder, such as sales records, income tax returns, reports and affidavits. In the absence of such documentation, or in conjunction therewith, the Contracting Party may use whatever information may be available from other sources, both public and private, to estimate the average productivity of oyster reefs in the area of the affected lease on the basis of marketable oyster sacks per reef acre, and the market price thereof, then apply such estimate to the reef area of the affected lease.
3. Future production expenses applicable to the affected lease may be estimated by the Contracting Party based on adequate reliable documentation submitted by the leaseholder, such as accounting records, invoices, cancelled checks, payroll records, third party records, income tax returns, reports, and affidavits. In the absence of documentation submitted by the leaseholder, or in conjunction therewith, the Contracting Party may use whatever information may be available from other sources, both public and private, to estimate the average production expenses, present and future, of oyster reefs in the area of the affected lease on a per sack of marketable oysters basis and apply such estimates to the affected lease.
4. Knowledge of the Louisiana oyster fishery and how most fisherman conduct their businesses typically precludes the availability of accounting records, invoices, cancelled checks, payroll records, third party records, income tax returns, reports, and affidavits to provide productivity records for oyster leases. Deriving a fair market value for an oyster lease would therefore necessitate the Contracting Party to possess or acquire unique knowledge of the producing basins in Louisiana and awareness of DHH harvest closure zones as well as researching anecdotal information regarding comparable sales of leases in the coastal zone.

#### **F. Evaluation of Proposals/Offers**

Proposals/Offers will be evaluated in accordance with the factors listed below. The individual Contracting Party who wishes to be considered for this contract must be a Louisiana Certified Appraiser (include a photocopy of certification) and have experience in the factors below. It is the intent of OCPR that the individual Contracting Party who prepares and signs the appraisal report will also testify during any litigation that might arise from the projects for which the appraisals are being done. OCPR may award a contract based exclusively on the proposals. Therefore, the proposal should list as much experience as possible.

#### **G. Technical Experience**

1. **Court Testimony Experience** - The proposal should cite the number of times the Contracting Party has testified as an expert witness. The proposal should include specific references regarding the type of case, the case name, the docket number and the name of the court in which the Contracting Party testified and the approximate date. Please specify Federal Court or State Court.

2. **Experience in valuation of partial takings** - The proposal should list an approximate number of appraisals completed within the last three years. Provide a detailed description of at least three appraisals for each, the proposal should state the approximate size of the parent tract, the taking, the remainder, the type of estate appraised, the highest and best use of the property appraised, and whether there was severance damage to the remainder.
3. **Experience in valuation of various land classes** - The proposal should list an approximate number of appraisals completed within the last three years for land classes such as:
  - Commercial property or industrial land and buildings with full extent analysis and full extent compensation
  - Residential property with residence
  - Vacant land, including fast lands and wetlands
  - Leased agricultural land
  - Woodland
  - Leasehold interests (i.e. agricultural leases)

In addition, the proposal should state the location of the property, the size of the property, the date of the appraisal and the client's name for at least three appraisals in each land class in which the Contracting Party has performed appraisals.

4. **Experience in valuation of unique properties and unusual estates** - The proposal should list an approximate number of appraisals completed within the last five years of unique properties or unusual estates. Provide details regarding the type of real estate that was appraised, the highest and best use of the property, the size of the property, the exact location of the property, whether the property was leased, and the purpose of the appraisal.
5. **Experience in valuation of oyster leases** - The proposal should list an approximate number of oyster lease appraisals completed within the last five years. Provide details regarding the size of the oyster leases, the exact location of the oyster leases, and the purpose of the appraisal.
6. **Professional History** - The proposal should include information regarding the Proposer's work experience, education, affiliation with professional organizations, designations, publications, and honors and awards received. The proposal must include a copy of the current Louisiana Certification and documentation to illustrate membership in good standing in professional organizations.

#### **H. Expert Witness**

In the event a legal proceeding should arise involving work product provided to OCPR under this contract, the individual Contracting Party who wishes to be considered for this contract shall provide expert witness testimony supporting the information provided to OCPR in the course of fulfilling this contract. Performing the function of expert witness may be billable at a different rate than normal appraisal functions. A rate for providing expert witness services must be included in proposal in response to this offering. See attached rate schedule in Enclosure (2)

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## **MINIMUM REQUIREMENTS**

At a minimum, the Contracting Party must be a Certified Appraiser in the State of Louisiana who is familiar with the oyster fishing industry in the state of Louisiana and has experience in the valuation of oyster leases for acquisition.

### **IV. Specific Deliveries of Appraisal Documents**

1. **Estimated Time Schedules** - For each assigned appraisal, **if so requested by the OCPR Contract Manager**, the Contracting Party shall submit an estimated time schedule to the OCPR Contract Manager for review and coordination with other project implementation elements.
2. **Deliverables** - The Contracting Party shall provide to the OCPR Contract Manager the specific deliverables related to each task outlined in Section III herein upon the completion of each appraisal.
3. **Monthly Monitoring Reports** – The Contracting Party shall report progress on each on-going task to OCPR through use of Monthly Monitoring Reports which shall accompany all invoices. All invoices will be submitted to OCPR Contract Manager in accordance with guidelines and specifications of OCPR.